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**BEFORE THE BOARD OF OIL, GAS AND MINING,
DEPARTMENT OF NATURAL RESOURCES,
STATE OF UTAH**

SOUTHERN UTAH WILDERNESS ALLIANCE, et al, Petitioners, v. **DIVISION OF OIL, GAS, & MINING, DEPARTMENT OF NATURAL RESOURCES, STATE OF UTAH,** Respondent.	**INTERVENOR'S MEMORANDUM IN SUPPORT OF RESPONDENT'S MOTION FOR PARTIAL SUMMARY JUDGMENT** Docket No. 2009-019 Cause No. C/025/0005

COMES NOW, Intervenor Kane County, by and through its counsel, William L. Bernard, Deputy Kane County Attorney, and hereby responds in opposition to the *Petitioners' Request for Agency Action and Request for a Hearing*, filed on or about November 18, 2009, (hereinafter the "**Request**") in the above-captioned matter. This response is based upon the following Memorandum of Points and Authorities.

PROCEDURAL HISTORY/STATEMENT OF FACTS

1. On June 27, 2006, Talon Resources, Inc., submitted a permit application for the Coal Hollow Mine (the "**Mine**")—a proposed surface coal mine located approximately three (3) miles south of the Town of Alton, in Kane County, Utah, and approximately ten (10) miles from the extreme southwest corner of Bryce Canyon National Park, in Upper Sink Valley.
2. On August 28. 2006, the Board of the Division of Oil, Gas, and Mining (the "**Board**") determined that the application was incomplete and returned it.
3. On June 14, 2007, Alton Coal Development, LLC ("**ACD**") submitted a revised application (the "**Application**") for the Mine.
4. On March 14, 2008, the Board deemed ACD's application administratively complete and a technical review and public commenting period followed.
5. On May 22, 2008, the Utah Chapter of the Sierra Club ("**Sierra Club**"), the Southern Utah Wilderness Alliance ("**SUWA**"), the Natural Resources Defense Council ("**NRDC**"), and the National Park Conservation Association ("**NPCA**")(collectively, the "**Petitioners**"), filed comments on the permit.

6. On June 16, 2008, the Division convened an informal conference in Alton, Utah, to receive additional written and oral comments on the mine and the proposed relocation of County Road 136, and the informal conference written comment period was extended to June 20, 2008. A total of twelve (12) written comments were received, which included a petition requesting further studies of natural and cultural resources in the adjacent area.
7. On December 22, 2008, ACD provided a subsequent update to the Application.
8. On August 19, 2009, ACD provided a second subsequent update to the Application.
9. On October 8, 2009, ACD provided a third subsequent update to the Application.
10. On October 19, 2009, the Division issued a decision document approving ACD's permit application. [Utah Division of Oil Gas and Mining, *Decision Document and Application Approval* (October 19, 2009)(the "**Decision Document**").]
11. The Decision Document authorizes surface mining on 635.64 acres in sections 19, 20, 29, and 30, T39S, R5W, SLM, and provides for the mining of 2,000,000 tons of *private* coal per year, for approximately three (3) years, on

privately-owned land, operating twenty-four (24) hours per day, six (6) days per week, with all of the minerals leased by ACD from private owners. *Ibid.*

12. ACD also has applied to the Bureau of Land Management ("**BLM**") to lease federal coal on 3,600 acres of adjacent public land, and has an interest in such federal property, subject to the Lease by Application Process.
13. The Decision Document necessarily has a substantial impact on Kane County, including, but not limited to, the rights of Kane County citizens to travel on State highways for business purposes, Kane County's tax base and assessments, its demographics, wage scale and employment opportunities.
14. The Mine will create jobs for approximately 100 full-time employees, 50 full-time truck drivers, and 10 full time transportation support employees, most of who will reside in Kane County.
15. On November 18, 2009, Petitioners filed their Request in this matter, pursuant to UTAH ADMIN CODE R641.104.122 and R641.104.133, as an appeal of the Decision Document entered by the Division, arguing specifically that: **(1)** they maintain legal authority, jurisdiction and standing to file the Request; **(2)** the Division acted arbitrarily, capriciously, and contrary to law in failing to

withhold approval of ACD's Application and in allegedly failing to conduct a cumulative hydrologic impact assessment ("**CHIA**"); and (3) ACD's Application is allegedly inaccurate and incomplete in thirty-two (32) different areas.

16. On December 8, 2009, ACD filed its *Respondent/Permittee's Response to Request for Hearing*, opposing each of the areas raised by Petitioner's in the Request.

17. On December 9, 2009, the matter was heard in a meeting before the Board, at which the parties stipulated to Kane County's intervention in these matters.

18. At said meeting, the Petitioners in this matter made it clear that they had filed unsupported allegations in an effort to obtain revocation of ACD's mining permits; for example, counsel for Sierra Club stated, on the record, that he did not have any of the data to support the allegations made in the Request.

19. The Board filed it Order Concerning Scope and Standard of Review on January 13, 2010.

I. RELEVANT LEGISLATIVE PROVISIONS AND BOARD GUIDELINES.

Under UTAH CODE ANN. §40-8-2 states as follows:

The Utah Legislature finds that:

(1) A mining industry is essential to the economic and physical well-being of the State of Utah and the nation.

(2) It is necessary to alter the surface of the earth to extract minerals required by our society, but this should be done in such a way as to minimize undesirable effects on the surroundings.

(3) Mined land should be reclaimed so as to prevent conditions detrimental to the general safety and welfare of the citizens of the State and to provide for the subsequent use of the lands affected. . . .

(4) At UTAH CODE ANN. §40-6-1, our Utah Legislature declared as follows:

It is declared to be in the public interest to foster, encourage, and promote the development, production, and utilization of natural resources of oil and gas, in the State of Utah, in such a manner as will prevent waste; to authorize and to provide for the operation and development of oil and gas properties in such a manner that a greater ultimate recovery of oil and gas may be obtained and that the correlative rights of all owners may be fully

protected; to provide exclusive State authority over oil and gas exploration and development, as regulated under the provisions of this chapter; to encourage, authorize, and provide for voluntary agreements for cycling, recycling, pressure maintenance, and secondary recovery operations in order that the greatest possible economic recovery of oil and gas may be obtained within the State to the end that the land owners, the royalty owners, the producers, and the general public may realize and enjoy the greatest possible good from these vital natural resources.

In Utah, the Board of Oil, Gas and Mining was created to "be the policy making body for the Division of Oil, Gas and Mining," with such Board consisting of two (2) knowledgeable members in mining matters, two (2) knowledgeable members in oil and gas matters, one (1) knowledgeable member in ecological and environmental matters, and one (1) private land owner who is knowledgeable about mineral or royalty interests. UTAH CODE ANN. §§40-6-4(1) and (2).

Under UTAH ADMIN. CODE R641-108-200 through -204, it states as follows:

200. The Board shall use as appropriate guides the Utah Rules of Evidence insofar as the same may be applicable and not inconsistent with these rules. Notwithstanding this, on its own motion, or upon objections of the party, the

Board:

201. May exclude evidence that is irrelevant, immaterial, or unduly repetitious.

202. Shall exclude evidence privileged in the courts of Utah.

203. May receive documentary evidence in the form of a copy of excerpt if the copy or excerpt contains all pertinent portions of the original document.

204. May take official notice of any facts that could be judicially noticed under the Utah Rules of Evidence, of the record or other proceedings before the Board, and of technical or scientific facts within the Board's specialized knowledge.

UTAH ADMIN. CODE R641-108-300 allows for "[t]estimony presented to the Board in a hearing [to be] sworn testimony under oath or affirmation." UTAH ADMIN. CODE R641-108-900 allows discovery against another party upon motion of a party and for good cause shown ". . .as prescribed by and in the manner provided by the Utah Rules of Civil Procedure."

Given the codification by Utah State and Federal governmental entities, in this matter of the anticipated impact mining has upon the environment, and the various agencies having had input during the promulgation of such legislative declarations, it is presumed that the regularity of the proceedings, held by the Division in these matters,

ensure the upholding of such provisions. UT. R. EVID. 301(a), which applies to these proceedings in accordance with UTAH ADMIN. CODE R641-108-200, *supra*, indicates a "presumption of law" imposed upon "the party against whom it is directed the burden of proving that the nonexistence of the presumed fact is more probable than its existence." Given the substantial requirements for the Application in this matter, and the discretion of the Division in determining the granting of permits for the purpose of coal mining, it is clear why the burden of proof at administrative hearings is "on the party seeking to reverse the decision of the regulatory authority." 30 C.F.R. §775.11(b)(5). "If presumptions are inconsistent, the presumption applies that is founded upon weightier considerations of policy." UT. R. EVID. 301(b). "If evidence to rebut a presumption has not been admitted, the presumption will determine outcome on the issue. . ." *Id.*, Advisory Committee Note.

In essence, ACD undertook the extensive process of application through this Division as outlined by the UTAH ADMIN. CODE R645-300-100 through -223 and R 645-301-100 through 800 and was granted, through the Decision Document, the right to coal extraction in the Mine. Petitioners did not bring any actual tangible evidence that would otherwise be admissible under the applicable Utah Rules of Evidence before this Board, but simply speculated, conjectured and outright admitted at the December 9, 2009, hearing, their lack of such evidence to support the allegations made in the Request. Absent tangible admissible evidence refuting this Division's Decision Document, the

regularity of such determination should be presumed controlling, and resultant of dismissal of the Request in this matter.

II. MOTION FOR SUMMARY JUDGMENT IS APPROPRIATE.

Summary judgment is proper "if the pleadings, depositions, answer to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." [*McLarney v. Board of County Road Com'rs For County of Macomb*, 2005 WL 3008591, 4 (E.D.Mich.)(E.D.Mich.,2005).] A fact is 'material' if, under the applicable substantive law, it is "essential to the proper disposition of the claim." *Wright ex. rel. Trust Co. v. Abbott Labs, Inc.*, 259 F.3d 1226, 1231-32 (10th Cir. 2001)(*citing Adler v. Wal-Mart Stores, Inc.*, 144 F.3d 664, 670 (10th Cir 1998)). An issue of fact is "genuine" if "there is sufficient evidence on each side so that a rational trier of fact could resolve the issue either way." *Adler, supra, at 670, citing Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248, 106 S.Ct. 2505, 91 L.Ed.2d 202 (1986). In attempting to meet that standard, a movant that does not bear the ultimate burden of persuasion at trial need not negate the other party's claim; rather, the movant need simply point out to the court a lack of evidence for the other party on an essential element of that party's claim. *Adams v. Am. Guar. & Liab. Ins. Co.*, 233 F.3d 1242, 1246 (10th Cir. 2000). The burden then shifts to the nonmoving party to set forth specific facts showing that there is a

genuine issue for trial, and the party may not simply rest upon its pleadings to satisfy its burden. *Anderson, supra*, 477 U.S. at 256; *Eck v. Parke, Davis & C.*, 256 F.3d 1013, 1017 (10th Cir. 2001).

UTAH ADMIN. CODE R641-110-400 allows the Board to summarily deny a petition or the Request herein when modification or amendment is sought. ACD sets forth specific and precise arguments, in their *Respondent/Permittee's Response to Request for Hearing,* that entitle ACD to judgment, as a matter of law, and there are no additional substantial questions of facts. ACD has shown that they submitted sufficient hydrologic monitoring data that an alluvial valley floor does not exist within the permit area. ACD's statement of probable hydrologic consequences is acceptable, the hydrologic monitoring plan is adequately described in the mining and reclamation plan, and ACD provided all information necessary at this stage regarding replacement water sources. The Board properly found that ACD air pollution control plan is adequate The Board's C.H.I.A. properly delineates the impact area for ground water resources. The Board properly identified material damage criteria, in light of conditions prevailing at the site and the mine is properly designed. The Board properly found that conditions in lower Robinson Creek supported waiver of the stream buffer zone, and the approved permit provides all of the protection for sage grouse and other wildlife.

ACD has met each of the criteria of the application process for the permit under

UTAH ADMIN. CODE R645-300-100 through -223 and R 645-301-100 through 800. There has been no tangible or substantive evidence presented at all by the Petitioners as to any arbitrary or capricious actions by this Board in granting such permit. The Petitioners have failed to raise any issue of genuine material fact in their Request, and they have failed to present evidence to support their claims. *[see: Wright, Adler*, and *Adams, supra.*] They cannot rely on the Request alone. [*see: Anderson, supra.*] Therefore the Board should grant a motion for summary judgment on each of the points presented by ACD.

III. ECONOMIC IMPACT OF A DECISION BY THE BOARD TO ENGAGE IN THE TAKING OF ALTON COAL'S PERMIT WOULD HAVE SERIOUS NEGATIVE IMPACT ON INTERVENOR KANE COUNTY.

Mining contributes to the economy through the jobs it generates, its purchases from other industries, wages it pays its employees, taxes generated and charitable contributions. [*The Economic Contributions of U.S. Mining, 2007*, Moore Economics Page 5]

The attached spreadsheet (see Exhibit A) represents a projection of potential positive economic impacts regarding the Alton Coal mine located in Kane County, Utah. It is anticipated that the Alton Coal mine will have a tremendous positive economic impact for Kane and Garfield Counties.

III. FIFTH AMENDMENT TAKINGS LAW WOULD REQUIRE COMPENSATION IN THE EVENT THE PERMIT IS DENIED.

"The Takings Clause of the Fifth Amendment is applicable to the states through the Fourteenth Amendment." [see *Diamond B-Y Ranches v. Tooele County*, 2004 UT App 135, ¶14, 91 P.3d 841; [see *Chicago, Burlington & Quincy R.R. Co. v. City of Chicago*, 166 U.S. 226, 241, 17 S.Ct. 581, 586, 41 L.Ed. 979 (1897).] The Takings Clause states that, "private property [shall not] be taken for public use, without just compensation." U.S. CONST. AMEND. V. Our Utah Constitution provides similarly that, "[p]rivate property shall not be taken or damaged for public use without just compensation." UTAH CONST. ART. I § 22.

"Although physical occupation is the clearest example of a taking that requires compensation, [see, *e.g., Loretto v. Teleprompter Manhattan CATV Corp.*, 458 U.S. 419, 426, 102 S.Ct. 3164, 3171, 73 L.Ed.2d 868 (1982)], the United States Supreme Court has recognized two other categories of takings: regulatory takings and development exactions." [see *Diamond B-Y Ranches.*] In *State ex rel. State Road Commission v. District Court*, the Court stated that "taking" is "any substantial interference with private property which destroys or materially lessens its value, or by which the owner's right to its use and enjoyment is in any substantial degree abridged or destroyed." *Ibid.*, 94 Utah 384, 78 P.2d 502, 506 (1937) (*quoting Stockdale v. Rio Grande Western Ry. Co.*, 28 Utah 201,

211, 77 P. 849, 852 (1904); [see *Hampton v. State Road Comm'n*, 21 Utah 2d 342, 347, 445 P.2d 708, 711-12 (1968).)]

If the permit is denied, a "taking" under the Fifth Amendment is implicated. Denial of the permit materially lessens the value of the property herein effectively abridging or destroying the owner's right to its use and enjoyment. Such would substantially affect the private property rights requiring just compensation.

"In Justice Holmes' storied but cryptic formulation, 'while property may be regulated to a certain extent, if regulation goes too far it will be recognized as a taking.' " *Lingle, Governor of Hawaii, Et Al., v. Chevron U.S.A. Inc* ., 544 U.S. 528 (265) (2005) at 430 citing *Pennsylvania Coal Co v. Mahon*, 393 at 415 (1922).

V. A 1983 INVERSE CONDEMNATION WILL HAVE OCCURRED IF THE PERMIT IS DENIED.

"If private property is taken or damaged for public use, absent formal use of Utah's eminent domain power, a property owner may bring an inverse condemnation action under the state constitution to recover the value of the property." *[see: Gardner v. Board of County Com'rs of Wasatch County, 2008 UT 6, ¶28, 178 P.3d 893, citing Farmers New World Life Ins. Co. v. Bountiful City, 803 P.3d 1241, 1243 (Utah 1990); UTAH CONST. ART. I § 22.]* "Inverse condemnation' is characterized as an action or eminent domain proceeding initiated by the property owner rather than the condemnor, and is deemed to be available where (1) private property has been taken in fact for public

use, although not through eminent domain procedures; and (2) it appears that the taker has no intention, willingness, or ability to bring such proceedings." [see *27 AM.JUR.2D EMINENT DOMAIN § 742 (citations omitted).*]

VI. THE ALTON COAL DEVELOPMENT LEASE AND CONTRACTS ARE CONSTITUTIONALLY PROTECTED.

A. The Legal Background:

In relevant part, Article I, Section 10 of the Constitution provides, "No State shall pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts." While Chief Justice Marshall, looking at the clause some 30 years after the adoption of the Constitution, could wonder that "It would seem difficult to substitute words which are more intelligible, or less liable to misconstruction, than those which are to be explained" (*Sturges v. Crowninshield*, 4 Wheat. 122), the question of impairment has spawned a great deal of Supreme Court attention.

In the same *Sturges* text, Chief Justice Marshall easily concluded "Any law which releases a part of this obligation must, in the literal sense of the word, impair it."

Some twenty-five years later the Supreme Court had no trouble concluding that such impairment is un-Constitutional. "If any subsequent law affect to diminish the duty, or to impair the right, it necessarily bears on the obligation of the contract,

in favor of one party, to the injury of the other, hence; any law, which in its operation amounts to a denial of obstruction of the rights accruing by a contract, though professing to act only on the remedy, is directly obnoxious to the prohibition of the Constitution." (McCracken v. Hayward, 2 Howard 397,399 (1844).)

During the Civil War it was observed "When a right has arisen upon a contract, or a transaction in the nature of a contract and has been so far perfected that nothing remains to be done by the party asserting it, the repeal of the statute does not affect it, or an action for its enforcement. It has become a vested right which stands independent of the statute." *(Pacific Mail Steamship Co. v. Joliffe*, 69 U.S. 805, 807 (1864).)

B. The Police Power Exception:

A more modern approach has evolved, however. It is now accepted that the protection involved is no longer absolute. The Supreme Court now says, "Its prohibition must be accommodated to the inherent police power of the State 'to safeguard the vital interests of its people.'" (*Energy Reserves Group. Inc. v. Kan. Power & Light Co.* 459 U.S. 400,410 (1983); *Home Bldg. & Loan Ass'n v. Blaisdell*, 290 U.S. 398,434 (1934).)

ACD's lease hold interests are entitled to Constitutional protection unless a denial of the permit at the stage which would be tantamount to inhibiting subsequent legislation falls into the "police power" exception. For that determination, the Court has evolved a

three part analysis. Initially, inquiry is made as to whether the ordinance, in fact, operates as a substantial impairment of existing contractual relationships. Second the court must inquire whether the state has a significant and legitimate public purpose justifying the ordinance. If so, then the inquiry must be whether the effect of the ordinance on the contract is reasonable and appropriate given the public purpose behind the ordinance. (See Energy Reserves Group, 459 U.S. at 41 1-412.)

C. The Test:

The initial inquiry is actually another three step inquiry. Is there, in fact, a contractual relationship? Is there an actual impairment? If so, is that impairment substantial? (See General Motors Cog. v. Romein, 503 U.S. 181, 186 (1992).) Here it cannot be seriously doubted the lease hold interests are contracts.

The question then becomes whether the State has a significant and legitimate public purpose justifying the impairment. This is a two step inquiry. Is the ordinance an exercise of police power and is it a proper exercise of that power? (See *Manigault v. Springs*, 199 U.S. 473 (1905). "It is the settled law of this Court that the interdiction of statutes impairing the obligation of contracts does not prevent the State from exercising such powers as are vested in it for the promotion of the common weal, or are necessary for the general good of the public, though contracts previously entered into between individuals may thereby be affected. This power,

which in its various ramifications is known as the police power, is an exercise of the sovereign right of the government to protect the lives, health, morals, comfort, and general welfare of the people, and is paramount to any rights under contracts between individuals." (Id at page 480.)

Even if the board were to reverse its decision and that were to be seen to deal directly with the State's power to regulate, that would place the State's interest in the prohibition of lawful, but subjectively less desirable, utilization of the land on the scale against the individual's interest in his private property. County respectfully submits that objectively, that is not an interest of sufficient weight to justify the violation of the specific Constitutional protection.

In a slip opinion filed June 6, 2008, in case number 91-1470L Estate of Hage v. U.S., the United States Court of Federal Claims noted, " The notion of private property is fundamental to the existence of our Nation. It is a fundamental duty of government to protect, rather than to destroy, personal property. . . . The Founders of our Nation envisioned personal property as a fundamental right. It is part of the trinity of values underlying our reverence for "life, liberty, and property." These three ideas are all aspects of the fundamental integrity of each person. As the Supreme Court has stated, '[p]roperty does not have rights. People have rights. The right to enjoy property

without unlawful deprivation, no less than the right to speak or the right to travel, is in truth, a personal right. [see *Lynch v. Household Finance Corp.*, 405 U.S. 538,552 (1972)."

Even if this were properly viewed as an exercise within the State's police power, denial of the permit is not a proper exercise of that power. This is true because ACD seeks lawful utilization of its property. Contract rights at issue have also become independent property rights having additional protections. The Coal lease holds are not just a contract, they are also evidence of accrued rights to action enjoying its own Constitutional protections and not subject to any acknowledged "police power" exception.

Echoing the point made in the *Pacific Mail Steamship* supra, case, the Supreme Court elaborated in *Coombes v. Getz*, 285 U.S. 434,441-442 (1932) that "neither vested property rights nor the obligations of contracts of third persons may be destroyed or impaired. (Cites omitted.) It did not arise upon the Constitutional rule of law but upon the contractual liability created in pursuance of the contract. Although the latter derived its being from the former, it immediately acquired an independent existence competent to survive the destruction of the provision which gave it birth.

In more or less recent cases, the Supreme Court has expanded protected property rights to include even claims. (See *Goldberg; v. Kelly*, 397 U.S. 254 (1970);

Bd. Of Regents of State Colleges v. Roth, 408 U.S. 564 (1972) and *American Mfrs. Mut. Ins. Co. v. Sullivan*, 526 U.S. 40 (1999).)

VII. DENYING ALTON COAL DEVELOPMENT THE PERMIT WOULD IMPAIR CONSTITUTIONALLY PROTECTED LEASE HOLD CONTRACTS

A. A lease is a paradign of a contract

"A contract is a compact between two or more parties, and is either executory or executed. An executory contract is one in which a party binds himself to do, or not to do, a particular thing. . ." (*Fletcher v. Peck*, 10 U.S. 87, 6 Cranch 87, 3 L.Ed. 162 (1810). Chief Justice Marshall elaborated some nine years later. "What is the obligation of a contract, and what will impair it? It would seem difficult to substitute words which are more intelligible, or less liable to misconstruction, than those which are to be explained. A contract is an agreement in which a party undertakes to do, or not to do, a particular thing. The law binds him to perform his undertaking, and this is, of course, the obligation of his contract." (*Sturges v. Crowninshield*, 17 U. S. 122, 4 Wheat. 122 (1819).)

"The obligation of a contract consists in its binding force on the party who makes it. . . . There can be no other standard by which to

ascertain the extent of either, than that which the terms of the contract indicate, according to their settled legal meaning; when it becomes consummated the law defines the duty and the right, compels one party to perform the thing contracted for, and gives the other a right to enforce performance by the remedies then in force." (*McCracken v. Hayward,* 43 U.S. 608, 2 Howard 397,399 (1844).

In the case at bar, we have documentary evidence of a valid lease, the **ACD** lease base. The lease describes the obligation of the parties and the consideration involved with great specificity.

Because all the elements of contract are present in the coal lease, it must be concluded that it is a contract.

A lease is a constitutionally protected property right worth of enforcement.

CONCLUSION AND REQUESTED RELIEF

WHEREFORE, based upon the foregoing, Kane County respectfully requests that relief be afforded ACD as requested in its *Respondent/Permittee's Response to Request for Hearing,* that the Petitioners' Request be dismissed and ACD be allowed to proceed under its permit with the operation of the Coal Hollow Mine as authorized under the

Decision Document in this matter.

Respectfully submitted this 15th day of January, 2010.

William L. Bernard
Attorney for Kane County

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing *Intervenor's Response to Petitioners' Request for Agency Action and Request for a Hearing* was sent via U.S. Mail, postage prepaid, this 15th day of January, 2010, to the following:

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Exhibit "A"

3 Year Projected Economic Impacts
Alton Coal Mine Project (Private Sector Only)
Kane & Garfiled Counties

Years	1	2	3	3 Year Totals	Future (30 yrs)
Annual Production Tons - Coal	1,200,000	1,800,000	2,000,000	5,000,000	95,000,000
Truck Loads @ 53 tons	22,642	33,962	37,736	94,340	1,792,453
Fees To Landowners	600,000	900,000	1,000,000	2,500,000	47,500,000
Royalty Fees - Counties Share- Federal					162,000,000
Mining Rolling Stock - Personal Tax Revenue	313,040	313,040	313,040	939,120	9,391,200
Trucking Rolling Stock - Personal Tax Revenue	42,260	42,260	42,260	126,781	1,267,812
Mining Payroll 100 People @ $22.00/ Hr - 208	2,745,600	3,660,800	4,576,000	10,982,400	137,280,000
Trucking Payroll 70 People @ $22.00/ Hr - 20	2,059,200	2,654,080	3,203,200	7,916,480	96,096,000
FICA - Medicare - Retirement = Insurance Ben	1,681,680	2,210,208	2,722,720	6,614,608	81,681,600
Gross Payroll - Wages & Benefits	6,486,480	8,525,088	10,501,920	25,513,488	315,057,600
Fuel Expenditures	3,415,633	5,123,450	5,692,722	14,231,806	170,781,671
Oil - Lube - Supplies	1,024,690	1,537,035	1,707,817	4,269,542	51,234,501
Indirect Impact Local Business- 3x Multiplier E	27,612,384	36,747,281	44,822,872	109,182,537	1,344,686,163
Sales Taxes - Direct & Indirect	1,935,019	2,610,439	3,150,137	7,695,595	94,504,113
Grand Total	**$41,429,507**	**$55,798,593**	**$67,230,769**	**$164,458,869**	**$2,034,423,060**
Benefits - Local Governments'	$2,290,320	$2,965,739	$3,505,437	$8,761,496	$267,163,125
Non Government Economic Impacts	$39,139,188	$52,832,854	$63,725,331	$155,697,373	$1,929,259,936
Total Benefits	**$41,429,507**	**$55,798,593**	**$67,230,769**	**$164,458,869**	**$2,196,423,060**